

Site: \_\_\_\_\_ Site I.D. \_\_\_\_\_ MTA: \_\_\_\_\_

## ENTRY AND TESTING AGREEMENT

**THIS AGREEMENT** ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, between TOWN OF BLACKSBURG, VIRGINIA ("Owner") and \_\_\_\_\_ ("Company"), concerning the following described property owned by Owner ("Property"): \_\_\_\_\_.

A. Company has an interest in leasing the Property for use as a tower or antenna site for the receipt and transmission of wireless communication signals.

B. In order for Company to determine the viability and feasibility of the Property as a tower or antenna site, it is necessary for employees, agents, or independent contractors of Company to enter upon and inspect the Property and/or temporarily locate communications equipment on the Property to conduct short term radio propagation tests, and to make application with local, state and federal governmental entities for approval of the Property as a tower or antenna site.

C. Owner and Company desire to provide for the entry upon, inspection and/or testing activities, and applications concerning the Property pursuant to the terms contained in this Agreement.

THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement, Owner and Company agree as follows:

1. **Right of Entry.** Company, its employees, agents and independent contractors ("Authorized Parties") shall have the right to enter upon the Property to conduct and perform some or all of the following activities ("Permitted Activities"): surveys, geotechnical soil borings and analysis, phase I environmental audits, boundary surveys, radio propagation studies, and such other tests and inspections of the Property which Company may deem necessary or advisable; provided, however, that the Company shall coordinate all such Permitted Activities on the Property with Owner management personnel located on the Property. Company shall give Owner reasonable notice by telephone in advance of any visit to the Property, so as to allow a representative of Owner to observe such Permitted Activities. The Permitted Activities will be conducted at the company's sole cost and expense and in a manner reasonably satisfactory to the Owner.

2. **Term.** This Agreement shall take effect on the date of execution hereof, and shall

terminate on \_\_\_\_\_, unless extended by mutual agreement of the Company and Owner.

3. **Access.** The Company will use its best efforts to conduct the Permitted Activities at the Property during 9:00 a.m. to 5:00 p.m., Monday through Friday. The Company will use its best efforts to minimize disruption of the Owners' uses and activities on the Property.

4. **Waste.** The Company shall not permit any damage, nuisance or waste on the Property.

5. **Agents.** Any person, corporation or organization working on the Property on behalf of or at the request of the Company shall be deemed to be the Company's agent and shall be subject to all applicable terms hereof.

6. **Removal of property.** The Company agrees that it will, upon the conclusion of the term of this Agreement, remove any equipment installed on the Property as a part of the Permitted Activities, repair any damage to the Property that might have been caused in connection with any of the Permitted Activities and will return the Property to the condition it was in before Company's entry onto the Property.

7. **Governing law.** The parties agree that the interpretation and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia.

8. **Indemnity.** Company agrees to indemnify, save harmless, and defend Owner, its directors, officers, employees, and property management agent, if any, from and against any and all claims, actions, damages, liability, and expense in connection with personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Property caused by the act or omission of the Authorized Parties in conducting the Permitted Activities, including Hazardous Substance contamination, except to the extent caused by the negligence or willful misconduct of Owner, its employees, agents, or independent contractors. Any defense conducted by the Company of any such claims, actions, damages, liability and expense will be conducted by attorneys chosen by the Company, and the Company will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorney's fees, and any judgment that may be entered therein.

9. **Successors and assigns.** The right of the Company to enter upon the Property is exclusive, and is not assignable absent the express prior written consent of the Owner. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

Town of Blacksburg, Virginia

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

COMPANY:

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_